

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

Judy Hutar

Civil No. 15-2100 MJD/JJK

Plaintiff,

v.

Capital One Financial Corporation,
d/b/a Capital One, Fifth Third Bank,
Wells Fargo Bank N.A., Inc., d/b/a
Wells Fargo Dealer Services, JPMorgan
Chase Bank, Regional Acceptance
Corporation, City & County Credit
Union, Exeter Finance Corporation and
Wilcox Automotive, LLC,

Defendants.

Exeter Finance Corp.,

Cross-Claimant,

v.

Wilcox Automotive, LLC,

Cross-Defendant.

Steven R. Kluz, Esq., Stoel Rives LLP, counsel for Cross-Claimant Exeter Finance, Corp.

**ORDER
ON CO-DEFENDANT
MOTIONS FOR JUDGMENT
ON THE PLEADINGS**

Gregory J. Johnson, Esq., G Johnson Law PLLC, counsel for Cross-Defendant Wilcox Automotive, LLC.

The above-entitled matter came before the Court upon the Report and Recommendation of United States Magistrate Judge Jeffrey J. Keyes dated April 4, 2016. Defendant Wilcox Automotive, LLC (“Wilcox”) objects to the Magistrate Judge’s finding that the relevant Indemnity Agreement obligated Wilcox to indemnify Cross-Claimant Exeter Finance Corp. (“Exeter”) against the causes of action alleged by Plaintiff against Exeter, and that Wilcox was obligated to pay Exeter attorney’s fees in the amount of \$7,145.50.

Pursuant to statute, the Court has conducted a de novo review upon the record. 28 U.S.C. § 636(b)(1); Local Rule 72.2(b). Based upon that review, the Court will ADOPT the Report and Recommendation in its entirety.

IT IS HEREBY ORDERED that:

1. Cross-Claimant Exeter’s motion for judgment on the pleadings (Doc. No. 83) is **GRANTED**, and Wilcox is **hereby ordered** to indemnify Exeter in the amount of \$7,145.50 in attorney’s fees; and

2. Cross-Defendant Wilcox's motion for judgment on the pleadings (Doc. No. 91) is **DENIED**.

LET JUDGMENT BE ENTERED ACCORDINGLY.

Date: May 16, 2016

s/ Michael J. Davis

Michael J. Davis

United States District Court